

JAN 2 1980 - 10 55 AM

CRAVATH, SWAINE & MOORE

INTERSTATE COMMERCE COMMISSION

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX

RCA 233663

WUD 125547

WUI 620976

No. 0-102A024

Date JAN 2 1980

Fee \$ 10.00

ICC Washington, D. C. December 31, 1979

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MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN

Amendment Agreement Dated as of June 1, 1979
Amending Lease Filed Under Recordation No. 9600-B

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Consolidated Rail Corporation for filing and recordation four counterparts of the following document:

Amendment Agreement dated as of June 1, 1979, among Consolidated Rail Corporation, Mellon Bank, N.A., as Agent, United States Trust Company of New York, as trustee, General Electric Company, as builder, J.P. Morgan Interfunding Corporation and GMAC Leasing Corporation as beneficiaries and State of Wisconsin Investment Board.

The Amendment Agreement amends a Lease of Railroad Equipment dated as of July 1, 1978, previously filed and recorded with the Interstate Commerce Commission on July 26, 1978, at 12:45 p.m., Recordation Number 9600-B, and another agreement.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

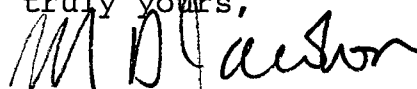
Please stamp all four counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter

This one is 9600-D

*Consolidated Rail Corporation
John E. Young
10005*

for your files. It is requested that the three remaining counterparts of the documents be delivered to the bearer of this letter.

Very truly yours,



Martin D. Jacobson
As Agent for
Consolidated Rail Corporation

Ms. Agatha L. Mergenovich,
Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

9600
RECORDATION NO. 9600-D Filed 1425

JAN 2 1980 - 10 15 AM

INTERSTATE COMMERCE COMMISSION.

Con Rand

AMENDMENT AGREEMENT

Amendment Agreement dated as of June 1, 1979, among CONSOLIDATED RAIL CORPORATION (the "Lessee"), J. P. MORGAN INTERFUNDING CORP. and GMAC LEASING CORPORATION (the "Beneficiaries"), UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee (the "Vendee"), MELLON BANK, N.A., as Agent (the "Agent"), GENERAL ELECTRIC COMPANY (the "Builder" and where the context so requires, the term "Builder" may also refer to General Electric Company as guarantor (the "Guarantor") under a certain guarantee agreement hereinbelow referred to), and State of Wisconsin Investment Board.

WHEREAS the parties hereto other than the Builder are parties to a Participation Agreement dated as of July 1, 1978 (the "Participation Agreement"), providing for the financing of certain railroad equipment to be constructed by the Builder and the leasing of such equipment to the Lessee;

WHEREAS the Lessee and the Vendee are parties to a Lease of Railroad Equipment dated as of July 1, 1978 (the

"Lease"), which was filed and recorded with the Interstate Commerce Commission (the "ICC") on July 26, 1978, at 12:45 p.m., recordation number 9600-B, and which was assigned to the Agent pursuant to Assignment of Lease and Agreement dated as of July 1, 1978 (the "Assignment of Lease and Agreement"), which Assignment of Lease and Agreement was recorded with the ICC on July 26, 1978, at 12:45 p.m., recordation number 9600-C;

WHEREAS the Guarantor, the Vendee and the Agent are parties to a Guaranty Agreement dated as of July 1, 1978 (the "Guarantee Agreement"); and

WHEREAS the parties hereto desire to amend the Lease and the Guarantee Agreement;

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto hereby agree as follows:

1. Each party hereto other than the Lessee and the Vendee hereby approves the amendment contained in Section 2 hereof and each party hereto other than the Guarantor, the Vendee and the Agent hereby approves the amendment contained in Section 3 hereof.

2. The Lessee and the Vendee hereby amend (a) the third sentence of the first paragraph of § 3 of the Lease by deleting therefrom the percentage "5.099779%" and inserting

in lieu thereof the percentage "5.143803%" and (b) Schedule B to the Lease is hereby deleted and restated in its entirety as set forth in Exhibit A hereto.

3. The Guarantor, the Vendee and the Agent hereby amend the Guarantee Agreement by deleting therefrom Schedules A and B and restating them in their entirety as set forth in Exhibits B and C, respectively, hereto.

4. This Amendment Agreement shall be governed by the laws of the State of New York.

5. The Assignment of Lease and Agreement is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.

6. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 15 of the Lease.

7. This Amendment Agreement and the amendments to the Lease and the Guarantee Agreement effected hereby shall be effective as of June 1, 1979, except that the amendment of the rental factor effected by Section 2 hereof shall be effective commencing with the rental payment due June 15, 1980, and for the rental period then ended.

8. Except as amended hereby, the Lease, the Assignment of Lease and Agreement and the Guarantee Agreement shall remain in full force and effect.


9. This Amendment Agreement may be executed in any

number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party hereto shall execute a counterpart thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

CONSOLIDATED RAIL CORPORATION,

by



Vice-President and Treasurer

[Corporate Seal]

Attest:



Assistant Secretary

J. P. MORGAN INTERFUNDING CORP.,

by

Vice President

GMAC LEASING CORPORATION,

by

Vice President

MELLON BANK, N.A., as Agent,

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

UNITED STATES TRUST COMPANY OF
NEW YORK, as Trustee,

by

Assistant Vice President

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL ELECTRIC COMPANY,

by

General Manager--
Domestic Locomotive
Marketing Department

STATE OF WISCONSIN INVESTMENT
BOARD,

by

Executive Director

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this 20th day of December 1979, before me personally appeared R. T. Foy, to me personally known, who, being by me duly sworn, says that he is Vice-President and Treasurer of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Alfonso J. DiGregorio
Notary Public

ALFONSO J. DIGREGORIO

Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires August 7, 1980

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ALLEGHENY,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of MELLON BANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said national bank, and that said instrument was signed and sealed on behalf of said national bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank.

Notary Public

[Notarial Seal]

My Commission expires

SCHEDULE B TO LEASE

Casualty Value

<u>Semiannual Dates Following the Basic Rent Com- mencement Date</u>	<u>Percentage of Purchase Price</u>
Prior to First	108.52%
First	106.64
Second	106.26
Third	109.93
Fourth	109.73
Fifth	114.44
Sixth	114.58
Seventh	107.30
Eighth	107.32
Ninth	112.09
Tenth	112.58
Eleventh	101.11
Twelfth	101.32
Thirteenth	104.00
Fourteenth	104.70
Fifteenth	86.37
Sixteenth	86.33
Seventeenth	84.66
Eighteenth	84.76
Nineteenth	81.08
Twentieth	81.10
Twenty-first	75.03
Twenty-second	74.88
Twenty-third	66.08
Twenty-fourth	65.53
Twenty-fifth	53.94
Twenty-sixth	52.71
Twenty-seventh	39.26
Twenty-eighth	37.14
Twenty-ninth	23.28
Thirtieth	19.39

SCHEDULE A TO GUARANTY AGREEMENT

Lessor Casualty Value

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
Prior to Payment No. 1	33.0
1	33.0
2	33.0
3	33.0
4	33.0
5	33.0
6	33.0
7	33.0
8	33.0
9	33.0
10	33.0
11	33.0
12	33.0
13	33.0
14	33.0
15	33.0
16	33.0
17	33.0
18	33.0
19	33.0
20	33.0
21	33.0
22	33.0
23	33.0
24	33.0
25	33.0
26	28.75
27	25.37
28	13.88
29	9.15
30	4.60

SCHEDULE B TO GUARANTY AGREEMENT

Termination Value

<u>Semiannual Dates Following the Basic Rent Com- mencement Date</u>	<u>Percentage of Purchase Price</u>
Prior to First	109.34%
First	108.84
Second	111.01
Third	110.59
Fourth	113.31
Fifth	113.06
Sixth	105.04
Seventh	104.58
Eighth	107.05
Ninth	106.80
Tenth	95.58
Eleventh	94.96
Twelfth	95.74
Thirteenth	95.30
Fourteenth	79.15
Fifteenth	78.03
Sixteenth	75.58
Seventeenth	74.44
Eighteenth	70.45
Nineteenth	69.08
Twentieth	63.41
Twenty-first	61.75
Twenty-second	54.13
Twenty-third	52.07
Twenty-fourth	42.42
Twenty-fifth	39.77
Twenty-sixth	28.75
Twenty-seventh	25.37
Twenty-eighth	13.88
Twenty-ninth	9.15
Thirtieth	4.60

JP Morgan

AMENDMENT AGREEMENT

Amendment Agreement dated as of June 1, 1979, among CONSOLIDATED RAIL CORPORATION (the "Lessee"), J. P. MORGAN INTERFUNDING CORP. and GMAC LEASING CORPORATION (the "Beneficiaries"), UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee (the "Vendee"), MELLON BANK, N.A., as Agent (the "Agent"), GENERAL ELECTRIC COMPANY (the "Builder" and where the context so requires, the term "Builder" may also refer to General Electric Company as guarantor (the "Guarantor") under a certain guarantee agreement hereinbelow referred to), and State of Wisconsin Investment Board.

WHEREAS the parties hereto other than the Builder are parties to a Participation Agreement dated as of July 1, 1978 (the "Participation Agreement"), providing for the financing of certain railroad equipment to be constructed by the Builder and the leasing of such equipment to the Lessee;

WHEREAS the Lessee and the Vendee are parties to a Lease of Railroad Equipment dated as of July 1, 1978 (the

"Lease"), which was filed and recorded with the Interstate Commerce Commission (the "ICC") on July 26, 1978, at 12:45 p.m., recordation number 9600-B, and which was assigned to the Agent pursuant to Assignment of Lease and Agreement dated as of July 1, 1978 (the "Assignment of Lease and Agreement"), which Assignment of Lease and Agreement was recorded with the ICC on July 26, 1978, at 12:45 p.m., recordation number 9600-C;

WHEREAS the Guarantor, the Vendee and the Agent are parties to a Guaranty Agreement dated as of July 1, 1978 (the "Guarantee Agreement"); and

WHEREAS the parties hereto desire to amend the Lease and the Guarantee Agreement;

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto hereby agree as follows:

1. Each party hereto other than the Lessee and the Vendee hereby approves the amendment contained in Section 2 hereof and each party hereto other than the Guarantor, the Vendee and the Agent hereby approves the amendment contained in Section 3 hereof.

2. The Lessee and the Vendee hereby amend (a) the third sentence of the first paragraph of § 3 of the Lease by deleting therefrom the percentage "5.099779%" and inserting

in lieu thereof the percentage "5.143803%" and (b) Schedule B to the Lease is hereby deleted and restated in its entirety as set forth in Exhibit A hereto.

3. The Guarantor, the Vendee and the Agent hereby amend the Guarantee Agreement by deleting therefrom Schedules A and B and restating them in their entirety as set forth in Exhibits B and C, respectively, hereto.

4. This Amendment Agreement shall be governed by the laws of the State of New York.

5. The Assignment of Lease and Agreement is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.

6. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 15 of the Lease.

7. This Amendment Agreement and the amendments to the Lease and the Guarantee Agreement effected hereby shall be effective as of June 1, 1979, except that the amendment of the rental factor effected by Section 2 hereof shall be effective commencing with the rental payment due June 15, 1980, and for the rental period then ended.

8. Except as amended hereby, the Lease, the Assignment of Lease and Agreement and the Guarantee Agreement shall remain in full force and effect.

9. This Amendment Agreement may be executed in any

number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party hereto shall execute a counterpart thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

CONSOLIDATED RAIL CORPORATION,

by

Vice-President and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

J. P. MORGAN INTERFUNDING CORP.,

by



Vice President

GMAC LEASING CORPORATION,

by

Vice President

MELLON BANK, N.A., as Agent,

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

UNITED STATES TRUST COMPANY OF
NEW YORK, as Trustee,

by

Assistant Vice President

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL ELECTRIC COMPANY,

by

General Manager--
Domestic Locomotive
Marketing Department

STATE OF WISCONSIN INVESTMENT
BOARD,

by

Executive Director

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Vice-President and Treasurer of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ALLEGHENY,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of MELLON BANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said national bank, and that said instrument was signed and sealed on behalf of said national bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he/she is an Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Trustees, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

SCHEDULE B TO LEASE

Casualty Value

<u>Semiannual Dates Following the Basic Rent Com- mencement Date</u>	<u>Percentage of Purchase Price</u>
Prior to First	108.52%
First	106.64
Second	106.26
Third	109.93
Fourth	109.73
Fifth	114.44
Sixth	114.58
Seventh	107.30
Eighth	107.32
Ninth	112.09
Tenth	112.58
Eleventh	101.11
Twelfth	101.32
Thirteenth	104.00
Fourteenth	104.70
Fifteenth	86.37
Sixteenth	86.33
Seventeenth	84.66
Eighteenth	84.76
Nineteenth	81.08
Twentieth	81.10
Twenty-first	75.03
Twenty-second	74.88
Twenty-third	66.08
Twenty-fourth	65.53
Twenty-fifth	53.94
Twenty-sixth	52.71
Twenty-seventh	39.26
Twenty-eighth	37.14
Twenty-ninth	23.28
Thirtieth	19.39

SCHEDULE A TO GUARANTY AGREEMENT

Lessor Casualty Value

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
Prior to Payment No. 1	33.0
1	33.0
2	33.0
3	33.0
4	33.0
5	33.0
6	33.0
7	33.0
8	33.0
9	33.0
10	33.0
11	33.0
12	33.0
13	33.0
14	33.0
15	33.0
16	33.0
17	33.0
18	33.0
19	33.0
20	33.0
21	33.0
22	33.0
23	33.0
24	33.0
25	33.0
26	28.75
27	25.37
28	13.88
29	9.15
30	4.60

SCHEDULE B TO GUARANTY AGREEMENT

Termination Value

<u>Semiannual Dates Following the Basic Rent Com- mencement Date</u>	<u>Percentage of Purchase Price</u>
Prior to First	109.34%
First	108.84
Second	111.01
Third	110.59
Fourth	113.31
Fifth	113.06
Sixth	105.04
Seventh	104.58
Eighth	107.05
Ninth	106.80
Tenth	95.58
Eleventh	94.96
Twelfth	95.74
Thirteenth	95.30
Fourteenth	79.15
Fifteenth	78.03
Sixteenth	75.58
Seventeenth	74.44
Eighteenth	70.45
Nineteenth	69.08
Twentieth	63.41
Twenty-first	61.75
Twenty-second	54.13
Twenty-third	52.07
Twenty-fourth	42.42
Twenty-fifth	39.77
Twenty-sixth	28.75
Twenty-seventh	25.37
Twenty-eighth	13.88
Twenty-ninth	9.15
Thirtieth	4.60

GMAC

AMENDMENT AGREEMENT

Amendment Agreement dated as of June 1, 1979, among CONSOLIDATED RAIL CORPORATION (the "Lessee"), J. P. MORGAN INTERFUNDING CORP. and GMAC LEASING CORPORATION (the "Beneficiaries"), UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee (the "Vendee"), MELLON BANK, N.A., as Agent (the "Agent"), GENERAL ELECTRIC COMPANY (the "Builder" and where the context so requires, the term "Builder" may also refer to General Electric Company as guarantor (the "Guarantor") under a certain guarantee agreement hereinbelow referred to), and State of Wisconsin Investment Board.

WHEREAS the parties hereto other than the Builder are parties to a Participation Agreement dated as of July 1, 1978 (the "Participation Agreement"), providing for the financing of certain railroad equipment to be constructed by the Builder and the leasing of such equipment to the Lessee;

WHEREAS the Lessee and the Vendee are parties to a Lease of Railroad Equipment dated as of July 1, 1978 (the

"Lease"), which was filed and recorded with the Interstate Commerce Commission (the "ICC") on July 26, 1978, at 12:45 p.m., recordation number 9600-B, and which was assigned to the Agent pursuant to Assignment of Lease and Agreement dated as of July 1, 1978 (the "Assignment of Lease and Agreement"), which Assignment of Lease and Agreement was recorded with the ICC on July 26, 1978, at 12:45 p.m., recordation number 9600-C;

WHEREAS the Guarantor, the Vendee and the Agent are parties to a Guaranty Agreement dated as of July 1, 1978 (the "Guarantee Agreement"); and

WHEREAS the parties hereto desire to amend the Lease and the Guarantee Agreement;

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto hereby agree as follows:

1. Each party hereto other than the Lessee and the Vendee hereby approves the amendment contained in Section 2 hereof and each party hereto other than the Guarantor, the Vendee and the Agent hereby approves the amendment contained in Section 3 hereof.

2. The Lessee and the Vendee hereby amend (a) the third sentence of the first paragraph of § 3 of the Lease by deleting therefrom the percentage "5.099779%" and inserting

in lieu thereof the percentage "5.143803%" and (b) Schedule B to the Lease is hereby deleted and restated in its entirety as set forth in Exhibit A hereto.

3. The Guarantor, the Vendee and the Agent hereby amend the Guarantee Agreement by deleting therefrom Schedules A and B and restating them in their entirety as set forth in Exhibits B and C, respectively, hereto.

4. This Amendment Agreement shall be governed by the laws of the State of New York.

5. The Assignment of Lease and Agreement is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.

6. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 15 of the Lease.

7. This Amendment Agreement and the amendments to the Lease and the Guarantee Agreement effected hereby shall be effective as of June 1, 1979, except that the amendment of the rental factor effected by Section 2 hereof shall be effective commencing with the rental payment due June 15, 1980, and for the rental period then ended.

8. Except as amended hereby, the Lease, the Assignment of Lease and Agreement and the Guarantee Agreement shall remain in full force and effect.

9. This Amendment Agreement may be executed in any

number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party hereto shall execute a counterpart thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

CONSOLIDATED RAIL CORPORATION,

by

Vice-President and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary


J. P. MORGAN INTERFUNDING CORP.,

by

Vice President

GMAC LEASING CORPORATION,

by



Vice President

MELLON BANK, N.A., as Agent,

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

UNITED STATES TRUST COMPANY OF
NEW YORK, as Trustee,

by

Assistant Vice President

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL ELECTRIC COMPANY,

by

General Manager--
Domestic Locomotive
Marketing Department

STATE OF WISCONSIN INVESTMENT
BOARD,

by

Executive Director

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Vice-President and Treasurer of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ALLEGHENY,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of MELLON BANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said national bank, and that said instrument was signed and sealed on behalf of said national bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he/she is an Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Trustees, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

SCHEDULE B TO LEASE

Casualty Value

<u>Semiannual Dates Following the Basic Rent Com- mencement Date</u>	<u>Percentage of Purchase Price</u>
Prior to First	108.52%
First	106.64
Second	106.26
Third	109.93
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Fifth	114.44
Sixth	114.58
Seventh	107.30
Eighth	107.32
Ninth	112.09
Tenth	112.58
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Twelfth	101.32
Thirteenth	104.00
Fourteenth	104.70
Fifteenth	86.37
Sixteenth	86.33
Seventeenth	84.66
Eighteenth	84.76
Nineteenth	81.08
Twentieth	81.10
Twenty-first	75.03
Twenty-second	74.88
Twenty-third	66.08
Twenty-fourth	65.53
Twenty-fifth	53.94
Twenty-sixth	52.71
Twenty-seventh	39.26
Twenty-eighth	37.14
Twenty-ninth	23.28
Thirtieth	19.39

SCHEDULE A TO GUARANTY AGREEMENT

Lessor Casualty Value

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
Prior to Payment No. 1	33.0
1	33.0
2	33.0
3	33.0
4	33.0
5	33.0
6	33.0
7	33.0
8	33.0
9	33.0
10	33.0
11	33.0
12	33.0
13	33.0
14	33.0
15	33.0
16	33.0
17	33.0
18	33.0
19	33.0
20	33.0
21	33.0
22	33.0
23	33.0
24	33.0
25	33.0
26	28.75
27	25.37
28	13.88
29	9.15
30	4.60

SCHEDULE B TO GUARANTY AGREEMENT

Termination Value

<u>Semiannual Dates Following the Basic Rent Com- mencement Date</u>	<u>Percentage of Purchase Price</u>
Prior to First	109.34%
First	108.84
Second	111.01
Third	110.59
Fourth	113.31
Fifth	113.06
Sixth	105.04
Seventh	104.58
Eighth	107.05
Ninth	106.80
Tenth	95.58
Eleventh	94.96
Twelfth	95.74
Thirteenth	95.30
Fourteenth	79.15
Fifteenth	78.03
Sixteenth	75.58
Seventeenth	74.44
Eighteenth	70.45
Nineteenth	69.08
Twentieth	63.41
Twenty-first	61.75
Twenty-second	54.13
Twenty-third	52.07
Twenty-fourth	42.42
Twenty-fifth	39.77
Twenty-sixth	28.75
Twenty-seventh	25.37
Twenty-eighth	13.88
Twenty-ninth	9.15
Thirtieth	4.60

US Trust

AMENDMENT AGREEMENT

Amendment Agreement dated as of June 1, 1979, among CONSOLIDATED RAIL CORPORATION (the "Lessee"), J. P. MORGAN INTERFUNDING CORP. and GMAC LEASING CORPORATION (the "Beneficiaries"), UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee (the "Vendee"), MELLON BANK, N.A., as Agent (the "Agent"), GENERAL ELECTRIC COMPANY (the "Builder" and where the context so requires, the term "Builder" may also refer to General Electric Company as guarantor (the "Guarantor") under a certain guarantee agreement hereinbelow referred to), and State of Wisconsin Investment Board.

WHEREAS the parties hereto other than the Builder are parties to a Participation Agreement dated as of July 1, 1978 (the "Participation Agreement"), providing for the financing of certain railroad equipment to be constructed by the Builder and the leasing of such equipment to the Lessee;

WHEREAS the Lessee and the Vendee are parties to a Lease of Railroad Equipment dated as of July 1, 1978 (the

"Lease"), which was filed and recorded with the Interstate Commerce Commission (the "ICC") on July 26, 1978, at 12:45 p.m., recordation number 9600-B, and which was assigned to the Agent pursuant to Assignment of Lease and Agreement dated as of July 1, 1978 (the "Assignment of Lease and Agreement"), which Assignment of Lease and Agreement was recorded with the ICC on July 26, 1978, at 12:45 p.m., recordation number 9600-C;

WHEREAS the Guarantor, the Vendee and the Agent are parties to a Guaranty Agreement dated as of July 1, 1978 (the "Guarantee Agreement"); and

WHEREAS the parties hereto desire to amend the Lease and the Guarantee Agreement;

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto hereby agree as follows:

1. Each party hereto other than the Lessee and the Vendee hereby approves the amendment contained in Section 2 hereof and each party hereto other than the Guarantor, the Vendee and the Agent hereby approves the amendment contained in Section 3 hereof.

2. The Lessee and the Vendee hereby amend (a) the third sentence of the first paragraph of § 3 of the Lease by deleting therefrom the percentage "5.099779%" and inserting

in lieu thereof the percentage "5.143803%" and (b) Schedule B to the Lease is hereby deleted and restated in its entirety as set forth in Exhibit A hereto.

3. The Guarantor, the Vendee and the Agent hereby amend the Guarantee Agreement by deleting therefrom Schedules A and B and restating them in their entirety as set forth in Exhibits B and C, respectively, hereto.

4. This Amendment Agreement shall be governed by the laws of the State of New York.

5. The Assignment of Lease and Agreement is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.

6. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 15 of the Lease.

7. This Amendment Agreement and the amendments to the Lease and the Guarantee Agreement effected hereby shall be effective as of June 1, 1979, except that the amendment of the rental factor effected by Section 2 hereof shall be effective commencing with the rental payment due June 15, 1980, and for the rental period then ended.

8. Except as amended hereby, the Lease, the Assignment of Lease and Agreement and the Guarantee Agreement shall remain in full force and effect.

9. This Amendment Agreement may be executed in any

number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party hereto shall execute a counterpart thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

CONSOLIDATED RAIL CORPORATION,

by

Vice-President and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

J. P. MORGAN INTERFUNDING CORP.,

by

Vice President

GMAC LEASING CORPORATION,

by

Vice President

MELLON BANK, N.A., as Agent,

by

Vice President


[Corporate Seal]

Attest:

Assistant Secretary

UNITED STATES TRUST COMPANY OF
NEW YORK, as Trustee,

by


Assistant Vice President

[Corporate Seal]

Attest:


Assistant Secretary

GENERAL ELECTRIC COMPANY,

by

General Manager--
Domestic Locomotive
Marketing Department

STATE OF WISCONSIN INVESTMENT
BOARD,

by

Executive Director

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Vice-President and Treasurer of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ALLEGHENY,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of MELLON BANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said national bank, and that said instrument was signed and sealed on behalf of said national bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank.

Notary Public

[Notarial Seal]

My Commission expires

EXHIBIT A

SCHEDULE B TO LEASE

Casualty Value

<u>Semiannual Dates Following the Basic Rent Com- mencement Date</u>	<u>Percentage of Purchase Price</u>
Prior to First	108.52%
First	106.64
Second	106.26
Third	109.93
Fourth	109.73
Fifth	114.44
Sixth	114.58
Seventh	107.30
Eighth	107.32
Ninth	112.09
Tenth	112.58
Eleventh	101.11
Twelfth	101.32
Thirteenth	104.00
Fourteenth	104.70
Fifteenth	86.37
Sixteenth	86.33
Seventeenth	84.66
Eighteenth	84.76
Nineteenth	81.08
Twentieth	81.10
Twenty-first	75.03
Twenty-second	74.88
Twenty-third	66.08
Twenty-fourth	65.53
Twenty-fifth	53.94
Twenty-sixth	52.71
Twenty-seventh	39.26
Twenty-eighth	37.14
Twenty-ninth	23.28
Thirtieth	19.39

SCHEDULE A TO GUARANTY AGREEMENT

Lessor Casualty Value

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
Prior to Payment No. 1	33.0
1	33.0
2	33.0
3	33.0
4	33.0
5	33.0
6	33.0
7	33.0
8	33.0
9	33.0
10	33.0
11	33.0
12	33.0
13	33.0
14	33.0
15	33.0
16	33.0
17	33.0
18	33.0
19	33.0
20	33.0
21	33.0
22	33.0
23	33.0
24	33.0
25	33.0
26	28.75
27	25.37
28	13.88
29	9.15
30	4.60

SCHEDULE B TO GUARANTY AGREEMENT

Termination Value

<u>Semiannual Dates Following the Basic Rent Com- mencement Date</u>	<u>Percentage of Purchase Price</u>
Prior to First	109.34%
First	108.84
Second	111.01
Third	110.59
Fourth	113.31
Fifth	113.06
Sixth	105.04
Seventh	104.58
Eighth	107.05
Ninth	106.80
Tenth	95.58
Eleventh	94.96
Twelfth	95.74
Thirteenth	95.30
Fourteenth	79.15
Fifteenth	78.03
Sixteenth	75.58
Seventeenth	74.44
Eighteenth	70.45
Nineteenth	69.08
Twentieth	63.41
Twenty-first	61.75
Twenty-second	54.13
Twenty-third	52.07
Twenty-fourth	42.42
Twenty-fifth	39.77
Twenty-sixth	28.75
Twenty-seventh	25.37
Twenty-eighth	13.88
Twenty-ninth	9.15
Thirtieth	4.60

Mellon

AMENDMENT AGREEMENT

Amendment Agreement dated as of June 1, 1979, among CONSOLIDATED RAIL CORPORATION (the "Lessee"), J. P. MORGAN INTERFUNDING CORP. and GMAC LEASING CORPORATION (the "Beneficiaries"), UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee (the "Vendee"), MELLON BANK, N.A., as Agent (the "Agent"), GENERAL ELECTRIC COMPANY (the "Builder" and where the context so requires, the term "Builder" may also refer to General Electric Company as guarantor (the "Guarantor") under a certain guarantee agreement hereinbelow referred to), and State of Wisconsin Investment Board.

WHEREAS the parties hereto other than the Builder are parties to a Participation Agreement dated as of July 1, 1978 (the "Participation Agreement"), providing for the financing of certain railroad equipment to be constructed by the Builder and the leasing of such equipment to the Lessee;

WHEREAS the Lessee and the Vendee are parties to a Lease of Railroad Equipment dated as of July 1, 1978 (the

"Lease"), which was filed and recorded with the Interstate Commerce Commission (the "ICC") on July 26, 1978, at 12:45 p.m., recordation number 9600-B, and which was assigned to the Agent pursuant to Assignment of Lease and Agreement dated as of July 1, 1978 (the "Assignment of Lease and Agreement"), which Assignment of Lease and Agreement was recorded with the ICC on July 26, 1978, at 12:45 p.m., recordation number 9600-C;

WHEREAS the Guarantor, the Vendee and the Agent are parties to a Guaranty Agreement dated as of July 1, 1978 (the "Guarantee Agreement"); and

WHEREAS the parties hereto desire to amend the Lease and the Guarantee Agreement;

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto hereby agree as follows:

1. Each party hereto other than the Lessee and the Vendee hereby approves the amendment contained in Section 2 hereof and each party hereto other than the Guarantor, the Vendee and the Agent hereby approves the amendment contained in Section 3 hereof.

2. The Lessee and the Vendee hereby amend (a) the third sentence of the first paragraph of § 3 of the Lease by deleting therefrom the percentage "5.099779%" and inserting

in lieu thereof the percentage "5.143803%" and (b) Schedule B to the Lease is hereby deleted and restated in its entirety as set forth in Exhibit A hereto.

3. The Guarantor, the Vendee and the Agent hereby amend the Guarantee Agreement by deleting therefrom Schedules A and B and restating them in their entirety as set forth in Exhibits B and C, respectively, hereto.

4. This Amendment Agreement shall be governed by the laws of the State of New York.

5. The Assignment of Lease and Agreement is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.

6. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 15 of the Lease.

7. This Amendment Agreement and the amendments to the Lease and the Guarantee Agreement effected hereby shall be effective as of June 1, 1979, except that the amendment of the rental factor effected by Section 2 hereof shall be effective commencing with the rental payment due June 15, 1980, and for the rental period then ended.

8. Except as amended hereby, the Lease, the Assignment of Lease and Agreement and the Guarantee Agreement shall remain in full force and effect.

9. This Amendment Agreement may be executed in any

number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party hereto shall execute a counterpart thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

CONSOLIDATED RAIL CORPORATION,

by

Vice-President and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

J. P. MORGAN INTERFUNDING CORP.,

by

Vice President

GMAC LEASING CORPORATION,

by

Vice President

MELLON BANK, N.A., as Agent,

by



Vice President

[Corporate Seal]

Attest:



Assistant Secretary

UNITED STATES TRUST COMPANY OF
NEW YORK, as Trustee,

by

Assistant Vice President

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL ELECTRIC COMPANY,

by

General Manager--
Domestic Locomotive
Marketing Department

STATE OF WISCONSIN INVESTMENT
BOARD,

by

Executive Director

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Vice-President and Treasurer of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ALLEGHENY,)

On this 14th day of December 1979, before me personally appeared **H. R. SMITH**, to me personally known, who, being by me duly sworn, says that he is a Vice President of MELLON BANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said national bank, and that said instrument was signed and sealed on behalf of said national bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank.



Notary Public

[Notarial Seal]

My Commission expires

MARY T. WEINHEIMER, Notary Public
Pittsburgh, Allegheny County, PA
My Commission Expires January 2, 1982

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he/she is an Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Trustees, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

SCHEDULE B TO LEASE

Casualty Value

<u>Semiannual Dates Following the Basic Rent Com- mencement Date</u>	<u>Percentage of Purchase Price</u>
Prior to First	108.52%
First	106.64
Second	106.26
Third	109.93
Fourth	109.73
Fifth	114.44
Sixth	114.58
Seventh	107.30
Eighth	107.32
Ninth	112.09
Tenth	112.58
Eleventh	101.11
Twelfth	101.32
Thirteenth	104.00
Fourteenth	104.70
Fifteenth	86.37
Sixteenth	86.33
Seventeenth	84.66
Eighteenth	84.76
Nineteenth	81.08
Twentieth	81.10
Twenty-first	75.03
Twenty-second	74.88
Twenty-third	66.08
Twenty-fourth	65.53
Twenty-fifth	53.94
Twenty-sixth	52.71
Twenty-seventh	39.26
Twenty-eighth	37.14
Twenty-ninth	23.28
Thirtieth	19.39

SCHEDULE A TO GUARANTY AGREEMENT

Lessor Casualty Value

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
Prior to Payment No. 1	33.0
1	33.0
2	33.0
3	33.0
4	33.0
5	33.0
6	33.0
7	33.0
8	33.0
9	33.0
10	33.0
11	33.0
12	33.0
13	33.0
14	33.0
15	33.0
16	33.0
17	33.0
18	33.0
19	33.0
20	33.0
21	33.0
22	33.0
23	33.0
24	33.0
25	33.0
26	28.75
27	25.37
28	13.88
29	9.15
30	4.60

SCHEDULE B TO GUARANTY AGREEMENT

Termination Value

<u>Semiannual Dates Following the Basic Rent Com- mencement Date</u>	<u>Percentage of Purchase Price</u>
Prior to First	109.34%
First	108.84
Second	111.01
Third	110.59
Fourth	113.31
Fifth	113.06
Sixth	105.04
Seventh	104.58
Eighth	107.05
Ninth	106.80
Tenth	95.58
Eleventh	94.96
Twelfth	95.74
Thirteenth	95.30
Fourteenth	79.15
Fifteenth	78.03
Sixteenth	75.58
Seventeenth	74.44
Eighteenth	70.45
Nineteenth	69.08
Twentieth	63.41
Twenty-first	61.75
Twenty-second	54.13
Twenty-third	52.07
Twenty-fourth	42.42
Twenty-fifth	39.77
Twenty-sixth	28.75
Twenty-seventh	25.37
Twenty-eighth	13.88
Twenty-ninth	9.15
Thirtieth	4.60

AMENDMENT AGREEMENT

Amendment Agreement dated as of June 1, 1979, among CONSOLIDATED RAIL CORPORATION (the "Lessee"), J. P. MORGAN INTERFUNDING CORP. and GMAC LEASING CORPORATION (the "Beneficiaries"), UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee (the "Vendee"), MELLON BANK, N.A., as Agent (the "Agent"), GENERAL ELECTRIC COMPANY (the "Builder" and where the context so requires, the term "Builder" may also refer to General Electric Company as guarantor (the "Guarantor") under a certain guarantee agreement hereinbelow referred to), and State of Wisconsin Investment Board.

WHEREAS the parties hereto other than the Builder are parties to a Participation Agreement dated as of July 1, 1978 (the "Participation Agreement"), providing for the financing of certain railroad equipment to be constructed by the Builder and the leasing of such equipment to the Lessee;

WHEREAS the Lessee and the Vendee are parties to a Lease of Railroad Equipment dated as of July 1, 1978 (the

"Lease"), which was filed and recorded with the Interstate Commerce Commission (the "ICC") on July 26, 1978, at 12:45 p.m., recordation number 9600-B, and which was assigned to the Agent pursuant to Assignment of Lease and Agreement dated as of July 1, 1978 (the "Assignment of Lease and Agreement"), which Assignment of Lease and Agreement was recorded with the ICC on July 26, 1978, at 12:45 p.m., recordation number 9600-C;

WHEREAS the Guarantor, the Vendee and the Agent are parties to a Guaranty Agreement dated as of July 1, 1978 (the "Guarantee Agreement"); and

WHEREAS the parties hereto desire to amend the Lease and the Guarantee Agreement;

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto hereby agree as follows:

1. Each party hereto other than the Lessee and the Vendee hereby approves the amendment contained in Section 2 hereof and each party hereto other than the Guarantor, the Vendee and the Agent hereby approves the amendment contained in Section 3 hereof.

2. The Lessee and the Vendee hereby amend (a) the third sentence of the first paragraph of § 3 of the Lease by deleting therefrom the percentage "5.099779%" and inserting

in lieu thereof the percentage "5.143803%" and (b) Schedule B to the Lease is hereby deleted and restated in its entirety as set forth in Exhibit A hereto.

3. The Guarantor, the Vendee and the Agent hereby amend the Guarantee Agreement by deleting therefrom Schedules A and B and restating them in their entirety as set forth in Exhibits B and C, respectively, hereto.

4. This Amendment Agreement shall be governed by the laws of the State of New York.

5. The Assignment of Lease and Agreement is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.

6. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 15 of the Lease.

7. This Amendment Agreement and the amendments to the Lease and the Guarantee Agreement effected hereby shall be effective as of June 1, 1979, except that the amendment of the rental factor effected by Section 2 hereof shall be effective commencing with the rental payment due June 15, 1980, and for the rental period then ended.

8. Except as amended hereby, the Lease, the Assignment of Lease and Agreement and the Guarantee Agreement shall remain in full force and effect.

9. This Amendment Agreement may be executed in any

number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party hereto shall execute a counterpart thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

CONSOLIDATED RAIL CORPORATION,

by

Vice-President and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

J. P. MORGAN INTERFUNDING CORP.,

by

Vice President

GMAC LEASING CORPORATION,

by

Vice President

MELLON BANK, N.A., as Agent,

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

UNITED STATES TRUST COMPANY OF
NEW YORK, as Trustee,

by

Assistant Vice President


[Corporate Seal]

Attest:

Assistant Secretary

GENERAL ELECTRIC COMPANY,

by



~~General~~ Manager-- MARKETING
~~Domestic~~ Locomotive
Marketing Department

STATE OF WISCONSIN INVESTMENT
BOARD,

by

Executive Director

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Vice-President and Treasurer of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ALLEGHENY,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of MELLON BANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said national bank, and that said instrument was signed and sealed on behalf of said national bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank.

Notary Public

[Notarial Seal]

My Commission expires

SCHEDULE B TO LEASE

Casualty Value

<u>Semiannual Dates Following the Basic Rent Com- mencement Date</u>	<u>Percentage of Purchase Price</u>
Prior to First	108.52%
First	106.64
Second	106.26
Third	109.93
Fourth	109.73
Fifth	114.44
Sixth	114.58
Seventh	107.30
Eighth	107.32
Ninth	112.09
Tenth	112.58
Eleventh	101.11
Twelfth	101.32
Thirteenth	104.00
Fourteenth	104.70
Fifteenth	86.37
Sixteenth	86.33
Seventeenth	84.66
Eighteenth	84.76
Nineteenth	81.08
Twentieth	81.10
Twenty-first	75.03
Twenty-second	74.88
Twenty-third	66.08
Twenty-fourth	65.53
Twenty-fifth	53.94
Twenty-sixth	52.71
Twenty-seventh	39.26
Twenty-eighth	37.14
Twenty-ninth	23.28
Thirtieth	19.39

SCHEDULE A TO GUARANTY AGREEMENT

Lessor Casualty Value

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
Prior to Payment No. 1	33.0
1	33.0
2	33.0
3	33.0
4	33.0
5	33.0
6	33.0
7	33.0
8	33.0
9	33.0
10	33.0
11	33.0
12	33.0
13	33.0
14	33.0
15	33.0
16	33.0
17	33.0
18	33.0
19	33.0
20	33.0
21	33.0
22	33.0
23	33.0
24	33.0
25	33.0
26	28.75
27	25.37
28	13.88
29	9.15
30	4.60

SCHEDULE B TO GUARANTY AGREEMENT

Termination Value

<u>Semiannual Dates Following the Basic Rent Com- mencement Date</u>	<u>Percentage of Purchase Price</u>
Prior to First	109.34%
First	108.84
Second	111.01
Third	110.59
Fourth	113.31
Fifth	113.06
Sixth	105.04
Seventh	104.58
Eighth	107.05
Ninth	106.80
Tenth	95.58
Eleventh	94.96
Twelfth	95.74
Thirteenth	95.30
Fourteenth	79.15
Fifteenth	78.03
Sixteenth	75.58
Seventeenth	74.44
Eighteenth	70.45
Nineteenth	69.08
Twentieth	63.41
Twenty-first	61.75
Twenty-second	54.13
Twenty-third	52.07
Twenty-fourth	42.42
Twenty-fifth	39.77
Twenty-sixth	28.75
Twenty-seventh	25.37
Twenty-eighth	13.88
Twenty-ninth	9.15
Thirtieth	4.60

AMENDMENT AGREEMENT

Amendment Agreement dated as of June 1, 1979, among CONSOLIDATED RAIL CORPORATION (the "Lessee"), J. P. MORGAN INTERFUNDING CORP. and GMAC LEASING CORPORATION (the "Beneficiaries"), UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee (the "Vendee"), MELLON BANK, N.A., as Agent (the "Agent"), GENERAL ELECTRIC COMPANY (the "Builder" and where the context so requires, the term "Builder" may also refer to General Electric Company as guarantor (the "Guarantor") under a certain guarantee agreement hereinbelow referred to), and State of Wisconsin Investment Board.

WHEREAS the parties hereto other than the Builder are parties to a Participation Agreement dated as of July 1, 1978 (the "Participation Agreement"), providing for the financing of certain railroad equipment to be constructed by the Builder and the leasing of such equipment to the Lessee;

WHEREAS the Lessee and the Vendee are parties to a Lease of Railroad Equipment dated as of July 1, 1978 (the

"Lease"), which was filed and recorded with the Interstate Commerce Commission (the "ICC") on July 26, 1978, at 12:45 p.m., recordation number 9600-B, and which was assigned to the Agent pursuant to Assignment of Lease and Agreement dated as of July 1, 1978 (the "Assignment of Lease and Agreement"), which Assignment of Lease and Agreement was recorded with the ICC on July 26, 1978, at 12:45 p.m., recordation number 9600-C;

WHEREAS the Guarantor, the Vendee and the Agent are parties to a Guaranty Agreement dated as of July 1, 1978 (the "Guarantee Agreement"); and

WHEREAS the parties hereto desire to amend the Lease and the Guarantee Agreement;

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto hereby agree as follows:

1. Each party hereto other than the Lessee and the Vendee hereby approves the amendment contained in Section 2 hereof and each party hereto other than the Guarantor, the Vendee and the Agent hereby approves the amendment contained in Section 3 hereof.

2. The Lessee and the Vendee hereby amend (a) the third sentence of the first paragraph of § 3 of the Lease by deleting therefrom the percentage "5.099779%" and inserting

in lieu thereof the percentage "5.143803%" and (b) Schedule B to the Lease is hereby deleted and restated in its entirety as set forth in Exhibit A hereto.

3. The Guarantor, the Vendee and the Agent hereby amend the Guarantee Agreement by deleting therefrom Schedules A and B and restating them in their entirety as set forth in Exhibits B and C, respectively, hereto.

4. This Amendment Agreement shall be governed by the laws of the State of New York.

5. The Assignment of Lease and Agreement is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.

6. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 15 of the Lease.

7. This Amendment Agreement and the amendments to the Lease and the Guarantee Agreement effected hereby shall be effective as of June 1, 1979, except that the amendment of the rental factor effected by Section 2 hereof shall be effective commencing with the rental payment due June 15, 1980, and for the rental period then ended.

8. Except as amended hereby, the Lease, the Assignment of Lease and Agreement and the Guarantee Agreement shall remain in full force and effect.

9. This Amendment Agreement may be executed in any

number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party hereto shall execute a counterpart thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

CONSOLIDATED RAIL CORPORATION,

by

Vice-President and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

J. P. MORGAN INTERFUNDING CORP.,

by

Vice President

GMAC LEASING CORPORATION,

by

Vice President

MELLON BANK, N.A., as Agent,

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

UNITED STATES TRUST COMPANY OF
NEW YORK, as Trustee,

by

Assistant Vice President

[Corporate Seal]

Attest:

Assistant Secretary

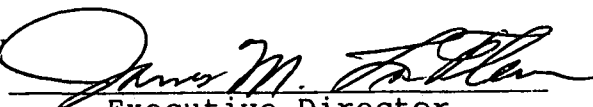
GENERAL ELECTRIC COMPANY,

by

General Manager--
Domestic Locomotive
Marketing Department

STATE OF WISCONSIN INVESTMENT
BOARD,

by



Executive Director

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Vice-President and Treasurer of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ALLEGHENY,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of MELLON BANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said national bank, and that said instrument was signed and sealed on behalf of said national bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank.

Notary Public

[Notarial Seal]

My Commission expires

SCHEDULE B TO LEASE

Casualty Value

<u>Semiannual Dates Following the Basic Rent Com- mencement Date</u>	<u>Percentage of Purchase Price</u>
Prior to First	108.52%
First	106.64
Second	106.26
Third	109.93
Fourth	109.73
Fifth	114.44
Sixth	114.58
Seventh	107.30
Eighth	107.32
Ninth	112.09
Tenth	112.58
Eleventh	101.11
Twelfth	101.32
Thirteenth	104.00
Fourteenth	104.70
Fifteenth	86.37
Sixteenth	86.33
Seventeenth	84.66
Eighteenth	84.76
Nineteenth	81.08
Twentieth	81.10
Twenty-first	75.03
Twenty-second	74.88
Twenty-third	66.08
Twenty-fourth	65.53
Twenty-fifth	53.94
Twenty-sixth	52.71
Twenty-seventh	39.26
Twenty-eighth	37.14
Twenty-ninth	23.28
Thirtieth	19.39

SCHEDULE A TO GUARANTY AGREEMENT

Lessor Casualty Value

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
Prior to Payment No. 1	33.0
1	33.0
2	33.0
3	33.0
4	33.0
5	33.0
6	33.0
7	33.0
8	33.0
9	33.0
10	33.0
11	33.0
12	33.0
13	33.0
14	33.0
15	33.0
16	33.0
17	33.0
18	33.0
19	33.0
20	33.0
21	33.0
22	33.0
23	33.0
24	33.0
25	33.0
26	28.75
27	25.37
28	13.88
29	9.15
30	4.60

SCHEDULE B TO GUARANTY AGREEMENT

Termination Value

<u>Semiannual Dates Following the Basic Rent Com- mencement Date</u>	<u>Percentage of Purchase Price</u>
Prior to First	109.34%
First	108.84
Second	111.01
Third	110.59
Fourth	113.31
Fifth	113.06
Sixth	105.04
Seventh	104.58
Eighth	107.05
Ninth	106.80
Tenth	95.58
Eleventh	94.96
Twelfth	95.74
Thirteenth	95.30
Fourteenth	79.15
Fifteenth	78.03
Sixteenth	75.58
Seventeenth	74.44
Eighteenth	70.45
Nineteenth	69.08
Twentieth	63.41
Twenty-first	61.75
Twenty-second	54.13
Twenty-third	52.07
Twenty-fourth	42.42
Twenty-fifth	39.77
Twenty-sixth	28.75
Twenty-seventh	25.37
Twenty-eighth	13.88
Twenty-ninth	9.15
Thirtieth	4.60